



CITY OF YAKIMA

Request for Qualifications and Proposals No. 11229-QP

To Provide

*Cable Communications System Franchise Renewal
Consultant Services*

January 10, 2013

**Notice to Applicants/Proposers
Request for Qualifications and Proposals (RFQP)
No. 11229-QP**

Notice is hereby given by the undersigned that sealed Requests for Qualifications will be accepted in the office of Yakima City Clerk's, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901. Qualification Packets will be accepted until the hour of **2:00 pm, January 24, 2013**. At such time, all submittals received will be opened and accepted for consideration.

Cable Communications System Franchise Renewal

Consultant Services

The selected primary Consultant, individually or in conjunction with subcontractors, will work with the City to provide services as specified in the RFQP Scope of Work.

Request for Qualification and Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2nd Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City's Purchasing Webpage at www.yakimawa.gov.

The City of Yakima reserves the right to reject any and all RFQP's.

Dated this 10th day of January, 2013.

(Seal)

Colleen Bailey, CPPB
Purchasing Buyer II

Publish on:
January 10th & 11th

CITY OF YAKIMA
REQUEST FOR QUALIFICATIONS and PROPOSALS NO. 11229-QP

Cable Communications System Franchise Renewal – Consultant Services

This Request for Qualifications and Proposals (RFQP) invites responses from applicants interested in providing Consultant Services for the Cable Communications System Franchise Renewal.

1. PURPOSE:

The City is seeking qualification proposals from consultants experienced in the field of cable communications and franchise renewals. The selected primary consultant, individually or in conjunction with subcontractors, will work with the City to provide services as specified in the RFQP scope of work.

2. DEFINITIONS:

- A. City The City of Yakima, Washington, and its departments.
- B. Applicant The person or firm submitting the proposal.
- C. Consultant The person or firm that is awarded the contract.
- D. RFQP The Request for Qualifications and Proposals, including any amendments or other addenda hereto. In case of conflict between the RFQP and exhibits, the RFQP governs.
- E. Selection Committee The RFQP Selection Committee may be comprised of the RFQP Coordinator, City staff and community leaders. Committee will not exceed 7 people.
- F. Qualification Packet/Proposal The materials submitted by each Applicant in response to the RFQP, including all attachments.

3. RFQP COORDINATOR:

Upon release of this RFQP, all applicant communication should be directed in writing to the RFQP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City. Interested firms and individuals may obtain further information necessary to understand the required documentation by contacting the RFQP Coordinator.

The RFQP Coordinator is:

Colleen Bailey, CPPB, Buyer II
City of Yakima
129 No. 2nd Street
Yakima, WA 98901

Ph: 509-576-6787
Email: colleen.bailey@yakimawa.gov

4. PRELIMINARY RFQP SCHEDULE (may be revised as needed):

The following timetable outlines the anticipated schedule for the Request for Qualifications and project work. The timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the City.

RFQP Released..... January 10th, 2013
Qualifications dueJanuary 24, 2013 - 2:00 pm PDT
First Screening of Qualification Packets January 28, 2013
Interviews.....Last week of January
Letters faxed or mailed to successful applicant..... January 31, 2013
Recommendation of award.....TBD
Begin Phase I January, 2013
Complete Phase I.....June, 2013
Begin Phase IIJune, 2013
Contract Negotiations with Charter..... August – September, 2013
Agreement approved by staff and CharterBy October 15, 2013
City Council approval of new franchise agreement..... No later than December 2013

5. A BRIEF DESCRIPTION OF THE CABLE COMMUNICATIONS SYSTEM FRANCHISE RENEWAL SERVICES:

Yakima is located in the central portion Washington state and has an estimated 2012 population of approximately 92,000 (source - Wa. St. Office of Financial Management).

In December 1993, the City of Yakima ("City") granted a non-exclusive cable communications system franchise (the "franchise") to TCI Cablevision of Yakima, Inc. In 1998, the franchise was transferred to Falcon Holding Group, L.P. In 1999, the franchise was transferred to the current grantee, Charter Communications, Inc. ("Charter"). The franchise will expire in January 2014.

In general, the City is seeking a consultant to:

1. Provide technical review of Charter's existing Yakima cable system to determine compliance with the franchise, applicable codes, and best practices, and to assess system repair and capacity.
2. Provide guidance and assistance in surveying the community regarding the services provided by Charter, compliance with the franchise agreement, and identification of current and future community needs.
3. Provide expertise and assistance to the City in preparation for and throughout franchise renewal negotiations, including financial analysis, legal review, and drafting of a new franchise and/or associated ordinances.

6. DEADLINE FOR DELIVERY OF QUALIFICATION PACKETS/QUALIFICATIONS:

One original Qualification Packet/Proposal with six (6) complete copies and one (1) complete copy on disc (CD), shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Proposals must be received and stamped in by 2:00 p.m. on, January 24, 2013 in a sealed packaged labeled: RFQP 11229-QP Cable Communications System Franchise Renewal – Consultant Services, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, **DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office. FAXED OR E-MAILED PROPOSAL PACKETS WILL NOT BE ACCEPTED.**

PROPOSAL PACKETS RECEIVED AFTER 2:00 P.M. PST, JANUARY 24, 2013 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED.

Qualification Packets, which do not include all requested information and required documentation, may be considered non-responsive.

7. CONFLICT OF INTEREST

It has been determined that a significant conflict of interest will exist if the person/firm conducting the franchise review and renewal on behalf of the City is also affiliated in any manner with Charter Communications or any of its subsidiaries and/or affiliated companies. Because of this, any person/firm affiliated with Charter Communications or any of its subsidiaries and/or affiliated companies will not be considered for award of the Communications System Franchise Renewal contract.

8. PROPOSED SCOPE OF WORK

The City and its citizens are keenly aware of the ongoing evolution of communications technology and want to ensure that communications systems and infrastructure supporting those systems are well suited to meet the future needs of the community. The City, therefore, wants to ensure that during the franchise negotiation process with Charter, the franchise ordinance is structured so that a high-quality, innovative, and versatile cable communications system is constructed, maintained, and kept current during the next franchise period.

A. The key requirements for consulting assistance for this project include the following:

1. Evaluate Charter's past performance, franchise compliance, and any franchise requirements that may be in default.
2. Conduct a technical review to make sure that Charter's system will be comparable with current and future technological systems, service developments, and systems of cities of comparable size.
3. Review and make recommendations about provisions that may need to be incorporated into a new franchise should Charter's system require upgrades.

4. Provide assistance with the franchise negotiations with Charter, as well as prepare subsequent ordinances, agreements, and other necessary documents.
5. Identify current and future community needs, specifically by meeting the public participation requirements of the Federal Communications Act of 1934, as amended by the Cable Act of 1984.
6. Generally manage and guide the franchise negotiation process by working together with City personnel to complete Phase I and Phase II and assuring that the City and its citizens receive the best possible services from Charter as a result of the process and a new franchise.

B. This project anticipates two phases:

Phase I:

1. Assist the City in gathering and analyzing information to give City elected and appointed officials a preliminary sense of whether Charter has historically met all of its franchise obligations.
2. Provide an initial Franchise Renewal Report and recommendations, including the requirements for Phase II.
3. Educate assigned City staff regarding current applicable federal cable law and the specifics of the franchise renewal process.
4. Collect, review, and analyze current franchise documents and other information from the City and Charter.
5. Identify and make recommendations regarding Charter's responsiveness to consumer-related information, including installation, repair, rates, and subscriber-requested programming.
6. Identify potential future uses of cable communications systems to include current trends and technological changes that have and will occur in video, voice, and data, and assure that the City will be in a position to take advantage of such changes.
7. Conduct a technical and operational review to ensure that Charter's system is consistent and compatible with the latest developments in cable technology.
8. Conduct a franchise fee payment compliance review.
9. Conduct legal review of federal and other applicable legal obligations.
10. Prepare a final Franchise Renewal Report for the City, containing the City's priorities, preferences, and requirements that will provide the basis and record to support the City's position in its negotiations with Charter. The renewal report is to include a draft franchise ordinance.
11. Prepare the City for Phase II of this project by providing guidelines for review of proposals that may be presented to the City by Charter.

Phase II:

1. Following submittal of a proposal(s) from Charter, review such proposal(s) and prepare recommendations for the City's negotiations with Charter. Assist or take the lead in negotiations.
2. Provide advice regarding the scheduling and conduct of public hearings, as well as any other necessary proceedings, before a proposed franchise ordinance is to be considered by the City Council.
3. Provide recommended modifications to any ordinance relating to cable services and draft new franchise.

9. REVISIONS TO RFP

The City reserves the right to modify this RFP and/or cancel or reissue this Request in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum.

10. QUALIFICATION PACKET/PROPOSAL DOCUMENTS:

A. Prospective consultants shall clearly address all of the information requested herein. Since the written proposal will weigh heavily in the evaluation process, information submitted should be complete and should make a convincing case that the consultant can perform high quality work within schedule and budget constraints as demonstrated by previous work history. Prospective consultants are asked to:

1. Describe in depth the proposed strategy to be used in meeting the requirements of this RFP, including preparation of a work plan that outlines the work to be performed, how it will be carried out, who will be responsible for managing the work flow, and a schedule that presents a proposed timeline for completing the work.
2. Describe all resources the City will be asked to provide in order to complete this project. City staff will make every effort to provide access to available information.
3. Explain the qualifications your firm has to complete all phases of the project.
4. Provide the professional resumes of all individuals who will be assigned to this project. The proposal should indicate the person who will serve as the consultant's project manager.
5. Describe where the proposed work will be performed, including address, phone number, and other appropriate contact information.
6. Provide a description of prior work experiences that were similar to the project described in this RFQP.
7. Provide a specific outline of the line item costs that will be incurred during the performance of each phase, including line item totals of consultant fees, subcontractor fees, and all other project costs and charges.

B. SUBCONTRACTOR DUTIES:

If a subcontractor(s) will be used to assist the Consultant in performance of the Scope of Work, the Consultant shall provide, with their proposal, a list of duties that the Consultant intends to

hire out. It is understood, that if a subcontractor is used, the subcontractor shall be hired by the Consultant and shall not be considered an employee of the City.

C. References:

List three professional references (with addresses and phone numbers) who are able to provide information regarding your ability to perform the services described herein.

D. Additional Submittals:

Applicants should enclose a copy of their proposed contract/agreement with their Qualification Packet.

The E-Verify Compliance Declaration found on page 13 should be signed and submitted with the Qualification Packet.

11. EVALUATION BY SELECTION COMMITTEE:

All Qualification Packets will be screened by the RFQP Coordinator to determine whether the minimum requirements of the RFQP are met and all required submittals included. The Evaluation Committee will then evaluate those submittals, which meet the minimum RFQP requirements and are found to be responsive. The Evaluation Committee will then create a short-list of the most highly qualified applicants, who best demonstrate the qualifications and abilities required of the position.

Qualification Evaluation Criteria: The following are the criteria, which will be used in the selection of applicants. A maximum score of 100 points will be used by each evaluator to score the short-listed applicants. The top-scoring applicant will be selected to enter into negotiations. Each of the following elements shall have the stated maximum point value:

	<u>Qualification and Experience</u>	<u>Points</u>
(1)	Capabilities	30
(2)	Key Personnel Experience	30
(3)	References	15
(4)	Relevant Experience	15
(5)	Presentation	10
	<i>TOTAL</i>	<i>100</i>

12. POST EVALUATION EVENTS AND AWARD:

The RFQP Coordinator will e-mail and/or mail written notices to all applicants who submitted Qualification Packets, informing them of their status.

The successful applicant will be offered the opportunity to negotiate a contract and enter into an agreement with the City of Yakima to provide coordination services. The City reserves the right to negotiate any element of this RFQP, if it is determined to be in the best interest of the City. If an agreement cannot be reached, the City reserves the right to enter into negotiations with the next highest ranked applicant.

13. OTHER INFORMATION:

A. Reservation: The City reserves the right to award the contract to the applicant that it deems to offer the best overall qualifications/proposal in its sole discretion. The City reserves the right to revise the RFQP schedule, to revise the RFQP and/or to issue amendments to the RFQP. The City also reserves the right to cancel or to reissue the RFQP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all applicants. The release of the RFQP does not compel the City to enter into any contract pursuant to the RFQP.

The City reserves the right to correct obvious ambiguities and errors in the Consultant's proposal and to waive non-material irregularities and/or omissions.

B. Applicant's Cost to Develop Qualification Packet: Costs for developing qualification packets in response to the RFQP are entirely the obligation of the Applicant and shall not be chargeable in any manner to the City.

C. Applicants' Questions: Any person contemplating submitting an RFQP who is uncertain as to the intended meaning of any part of the RFQP or other contract documents, or who finds discrepancies in, or omissions from the RFQP may request interpretation, clarification, or correction of this RFQP. Such request must be in writing and must be delivered to the RFQP Coordinator by mail, e-mail, or hand delivery. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFQP will be made only by written addendum and will be mailed or delivered to each person receiving this RFQP, in addition to being posted on the City Purchasing webpage. Any information given to any applicant concerning the solicitation or any changes to the RFQP shall be provided in writing to all applicants to ensure that all applicants receive the same information relating to the RFQP. The City will not be responsible for any other interpretation, clarification, or correction of this RFQP. Applicants must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each applicant should verify that it has received all addenda to this RFQP by direct inquiry to the City Contact Person before submitting proposals.

D. Clarification of Responses: As part of the evaluation process, and at the discretion of the SC staff, applicants may be asked to clarify specific points in their respective responses. The SC reserves the right to request oral interviews of applicants.

Whether there will be interviews and who will be invited to make a presentation to the SC will be at the sole discretion of the City.

E. Proprietary Material Submitted: Any information contained in the RFQP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a applicant's submittal, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected applicant has been given an opportunity to seek a court injunction against the requested disclosure.

F. Public Disclosure: Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Applicant, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Applicant desires to claim as

proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Applicant is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Applicants, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Applicant has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Applicant's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

G. Delegation of Professional Services: The services provided for herein shall be performed by the Consultant, and no person other than regular associates or employees of the Consultant shall be engaged upon such work or services except upon written approval of the SC and/or City.

H. Relationship between City and Consultant. The Consultant and any authorized subcontractors shall at all times be an independent Consultant and not an agent or representative of the City with regard to performance of the Services. The Consultant shall not represent that it is, or hold itself out as, an agent or representative of the City. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of the City.

I. Property Rights: All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Consultant will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

J. Work Made for Hire: All work the Consultant performs under this agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, reports, and any other materials the Consultant produces in connection with this agreement. On completion or termination of the agreement, the Consultant shall deliver these materials to the City project manager.

K. Hold Harmless: The Consultant shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Consultant's implementation of the terms of this contract.

L. Nondiscrimination: During the performance of this Agreement, Consultant shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

M. The Americans With Disabilities Act: With regard to the services to be performed pursuant to this Agreement, Consultant agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington

State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

N. Venue: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

O. LIABILITY INSURANCE:

Professional Liability Insurance, Automobile Insurance, and Worker's Compensation Insurance will be required of the Consultant and will be part of the resulting contract.

Automobile Insurance limits of coverage and requirements are specified in Attachment # F.

Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the City of Yakima/Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Yakima/Yakima County, its elected or appointed officials or employees for damages, whether such damage is due to the negligence, or errors or omissions of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, It is further provided that no liability shall attach to the City of Yakima/Yakima County by reason of entering into this Contract, except as expressly provided herein.

Professional Service (sample certificate of insurance attached – Attachment # E)

Professional Liability: The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

Errors and Omissions (E&O) insurance is also acceptable, with the same limits of coverage.

P. Licenses: If applicable, successful Consultant shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

Q. Protest Procedure: Any protest must be made in writing, signed by the protestor, and state that the Applicant is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I: Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Applicant.

Step II: If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III: If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

A matter of bias, discrimination, conflict of interest;

Solicitation unduly constrains competition or contains inadequate or improper criteria;

Errors in computing score;

Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

Finds the protest lacking in merit and upholds the award; or

Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or

Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or

Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Applicants, Purchasing is not responsible to assure that Applicants receive the announcement. It is the responsibility of the Applicants to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

The supplies or services to be contracted for are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly;

A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

ATTACHMENTS A and B MUST BE INCLUDED IN SUBMITTAL

NON-COLLUSION DECLARATION

I, by signing the Bid, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid is submitted.
2. That by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET

RFP No. 11230P

Flower Program for Downtown Yakima Business Improvement District

The Proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

PROPOSAL MUST BE SIGNED

AGREEMENT

THIS AGREEMENT is entered into between CITY OF YAKIMA, Washington, herein referred to as the "City" whose address is 129 N. 2nd St. Yakima, Washington, 98901 and _____ whose address is _____, _____, WA _____ hereinafter referred to as the "Consultant".

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached RFP documents _____, which are made part of this contract by this reference, the parties agree as follows:

1. The Consultant shall do all work and furnish all materials necessary for performing the work in accordance with and as described in the attached RFP documents and Consultant's Proposal dated _____, 2013 and for City of Yakima.
2. The City agrees to pay for the work as set forth in the RFP documents at the time and in the manner and upon the conditions provided.
3. This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached RFP documents, Consultant's Proposal, are incorporated herein by this reference.
4. The parties agree that the Consultant is an independent Consultant and not an agent or employee of the City. Agents, employees, servants, or representatives of the Consultant shall not be deemed to be employees, servants, or representatives of the City for any purpose. Employees of the Consultant are not entitled to any benefits the City provides for City employees.
5. The Consultant agrees that is shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Consultant violates this provision, the City may terminate this Agreement immediately and bar the Consultant from performing services for the City in the future.
6. The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the City.
7. The Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Consultant, its agents, employees, or subcontractors pursuant to this Agreement.
8. The Consultant shall provide to the City proof of insurance. City of Yakima shall be named as an additional insured with Additional Insured Endorsement on said insurance policies.

9. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
10. The period of this agreement shall be from the date of execution through _____. Prices shall remain firm, as proposed, for the term of the contract unless an exception is stated in the proposal. The City may, at its option, extend the contract on an annual basis, subject to a successful price agreement. Any legislative changes affecting this service that are enacted or in force in subsequent contract years, shall be incorporated into this Agreement at the time of enactment.
11. Either party may terminate this contract for convenience upon (60) sixty days written notice sent by certified mail to the addresses listed above, per the terms and conditions of the RFP documents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

CITY OF YAKIMA

(NAME OF CONSULTANT)

By:_____

Tony O'Rourke, City Manager

By:_____

Its:_____

ATTEST:

Sonya Claar Tee, City Clerk



PROFESSIONAL LIABILITY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Insurance Agent Information
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C No. Ext.) FAX (A/C No.) E-MAIL ADDRESS: <input type="checkbox"/>
INSURED	INSURER(S) AFFORDING COVERAGE NAIC#
ENTITY INSURED ADDRESS	INSURER A: A-VII or better, admitted carrier
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/PROP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY/AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			Policy Number	start date	stop date	\$1,000,000 per claim \$1,000,000 aggregate \$ 5,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required)
(If a claims made form is shown, you should receive a certificate of insurance for three years after job is completed). The City of Yakima and the County of Yakima usually cannot be named as additional insureds.

CERTIFICATE HOLDER	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD25(2010/05)

The ACORD name and logo are registered marks of ACORD

AUTO LIABILITY ONLY



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
 Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Insurance Agent Information	
	PHONE (A/C No. Ex):	FAX (A/C No.):
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: A-VII or better, admitted carrier	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
-----------	---------------------	------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	RUBH WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	SIGNATURE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD